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11 ASSURANCE COMPANY OF BOSTON

12 **UNITED STATES DISTRICT COURT**
13 **DISTRICT OF NEVADA**

14 CHRISTINE MCLEAN,

15 Plaintiff,

16 v.

17 LIBERTY LIFE ASSURANCE COMPANY
18 OF BOSTON, a Massachusetts corporation;
19 DOES I through V inclusive; and ROES I
20 through V, inclusive,

21 Defendants.

Case No. 2:10-CV-00995-LDG-RJJ

**STIPULATED PROTECTIVE ORDER;
ORDER THEREON**

22 Plaintiff Christine McLean and Defendant Liberty Life Assurance Company of Boston
23 (collectively referred to herein as the "Parties"), by and through the attorneys of record, stipulate to
24 the following Protective Order regarding certain documents to be produced by either party, or their
25 third-party administrators, attorneys and/or agents in the above-captioned matter:

26 1. CONFIDENTIAL Material. Each party may designate documents, material and/or
27 information being produced to the other in this litigation as "CONFIDENTIAL." Such designation
28 is to be made for the purpose of protecting documents, material and/or information that is sensitive,
confidential, trade secret, private and/or proprietary to the producing party and/or others
("CONFIDENTIAL Material"). Such CONFIDENTIAL Material consists of documents, material
and/or information that has not been made public, and may include information that relates to or
concerns individuals and entities other than the Parties.

2. Access. CONFIDENTIAL Material shall not be disclosed to anyone for any purpose
other than solely in connection with the litigation of this action as follows:

1 A. CONFIDENTIAL Material may be disclosed only to "qualified persons,"
2 defined as (1) the Parties, their respective counsel of record, and the officers, directors, employees,
3 and third-party administrators of a party who need to review the CONFIDENTIAL Material to assist
4 with that party's defense or prosecution of its case, (2) prospective witnesses who have agreed in
5 writing to be bound by this Protective Order in the form of an executed Declaration of Compliance,
6 attached as Exhibit A, and (3) consultants and experts retained by a party herein to assist with that
7 party's prosecution or defense of this litigation who have agreed in writing to be bound by this
8 Protective Order in the form of an executed Declaration of Compliance, attached as Exhibit A.

9 B. Copies of CONFIDENTIAL Material. Copies and extracts of
10 CONFIDENTIAL Material may be made by or for the foregoing qualified persons, provided that all
11 copies and extracts are appropriately marked as set forth below in paragraph 2(F). All copies and
12 extracts of CONFIDENTIAL Material are subject to paragraph 2(G) of this Protective Order.

13 C. Custody of CONFIDENTIAL Material. All CONFIDENTIAL Material and
14 all notes and/or other records regarding that CONFIDENTIAL Material shall be maintained in the
15 sole custody of counsel of record for the Parties, and no partial or complete copies thereof containing
16 CONFIDENTIAL Material shall be retained by anyone else at any location, except that each office
17 of the attorney of record may maintain a file for archival purposes, and consultants and experts
18 within 2.A.(3), above, may retain CONFIDENTIAL Material on a temporary basis for purposes of
19 study, analysis and preparation of the case. A person with custody of CONFIDENTIAL Material
20 shall maintain it in a manner that limits access only to those qualified persons identified above in
21 paragraph 2.A.

22 D. Authors and Addressees. The designation of any document as
23 "CONFIDENTIAL" shall not preclude any party from showing the document to any person who
24 appears as an author, addressee or recipient on the face of the document.

25 E. Declaration of Compliance and Objections. Prior to disclosing
26 CONFIDENTIAL Material as discussed in paragraphs 2(A) through 2(D), counsel wishing to
27 disclose the information must ensure that the qualified person to whom the documents are to be
28 disclosed has understood and executed the Declaration of Compliance, attached as Exhibit A.

1 Counsel disclosing the CONFIDENTIAL Material shall then retain the original executed Declaration
2 of Compliance.

3 F. Designating Documents. When a party producing documents, material or
4 information wishes to designate all or some portion of said documents as "CONFIDENTIAL," such
5 designation shall be made as follows: (1) with respect to documents or other tangible material, by
6 placing the word "CONFIDENTIAL" on each page or surface of the document or material prior to
7 production; and (2) with respect to documents, material or information in electronic or other
8 intangible form, by labeling the disc, tape, drive or other physical medium in or on which the
9 documents, material or information is recorded or stored for production in this litigation with the
10 word "CONFIDENTIAL."

11 G. Return of Materials. All CONFIDENTIAL Material, and all copies, excerpts,
12 abstracts, analyses and information or material of any form that is derived from CONFIDENTIAL
13 Material shall be returned to its Designating Party, upon that party's request, within thirty (30) days
14 of the conclusion of this litigation. Any materials subject to this Protective Order may be retained by
15 a party only with the Designating Party's express permission.

16 3. Designating Depositions

17 A. Deposition transcripts or portions thereof may be designated as
18 "CONFIDENTIAL" either: (i) before the testimony is recorded, in which case the transcript of the
19 designated testimony shall be bound in a separate volume and marked with the word
20 "CONFIDENTIAL" by the reporter, as the party seeking to designate the material as
21 CONFIDENTIAL may direct, or; (ii) by captioned, written notice to the reporter and all counsel of
22 record, given within ten (10) business days after the reporter sends written notice that the transcript
23 is available for review, in which case all counsel receiving such notice shall be responsible for as
24 marking as CONFIDENTIAL the copies of the designated transcript or portion thereof in their
25 possession or control as directed by the Parties.

26 B. Where testimony is designated at a deposition, the Parties may exclude from
27 the deposition all persons other than those to whom the CONFIDENTIAL Material may be disclosed
28 under paragraph 2 of this Protective Order.

1 C. Any party may mark CONFIDENTIAL Material as a deposition exhibit and
2 examine any witness thereon, provided that the deposition witness is a qualified person to whom the
3 exhibit may be disclosed under paragraph 2 of this Protective Order and the exhibit and related
4 transcript pages receive the same CONFIDENTIAL designation as the original material.

5 4. Court Procedures

6 A. In applications and motions to the Court, all submissions of CONFIDENTIAL
7 Material shall be filed with the Court as expressly allowed under the federal court filing system
8 (currently required for all parties) for confidential submissions by denoting that such documents will
9 be filed "under seal." To the extent that this Court maintains a different procedure for maintaining
10 confidentiality of such documents, the parties will follow such procedures as advised by court staff.

11 Unless otherwise ordered by the Court, the Parties will request that any hearing which
12 may refer to or describe CONFIDENTIAL Material be held in camera. The party using the
13 CONFIDENTIAL Material shall take all steps reasonably available to protect its confidentiality
14 during such use.

15 B. At the trial of this matter, the Parties shall request the Court to exclude from
16 the courtroom, subject to the Court's approval, any person (excluding court personnel) who is not
17 bound or has not agreed to be bound by this Protective Order when CONFIDENTIAL Material
18 subject to this Protective Order is going to be introduced, presented or referred to.

19 5. Additional Relief. Nothing in this Protective Order shall preclude any party from
20 seeking and obtaining additional or different protection with respect to the confidentiality of
21 discovery. Nothing in this Protective Order shall prejudice any motion to modify this Protective
22 Order.

23 6. Enforceability of Stipulation as Binding Contract Between the Parties. The Parties
24 agree that even if the Court does not sign and enter the Proposed Order on this Stipulation that the
25 Parties will be bound by all of the terms and conditions of this Stipulation as a separate and
26 enforceable contract between the Parties.

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1 7. Modification and Survival. The restrictions imposed by this Protective Order may
2 only be modified or terminated by written stipulation of all parties or by order of this Court. This
3 Stipulation and Protective Order shall survive termination of this action.

4 DATED: November 1, 2010

5 DUANE MORRIS LLP

6
7 By: /s/ Ryan A. Loosvelt
8 Dominica C. Anderson (SBN 2988)
9 Ryan A. Loosvelt (SBN 8550)

10 Attorneys for Defendant LIBERTY LIFE
11 ASSURANCE COMPANY OF BOSTON

12 LAW OFFICES OF JULIE A. MERSCH

13 By: /s/ Julie A. Mersch
14 Julie A. Mersch
15 Attorney for Plaintiff Christine McLean

EXHIBIT A

AGREEMENT TO BE BOUND BY STIPULATED PROTECTIVE ORDER
AND ORDERS PURSUANT THERETO

I, _____, of _____, in order to be provided access to the CONFIDENTIAL Material, which is the subject of the Protective Order dated _____, 2010, in the lawsuit entitled "*Christine McLean v. Liberty Life Assurance Company of Boston*," Case No. 2:10-cv-00995-LDG-RJJ, pending in the United States District Court for the District of Nevada, (the "Action") represent and agree as follows:

1. I have been provided with a copy of the Protective Order and have reviewed and am familiar with its terms.

2. With regard to the CONFIDENTIAL Material to which I am given access in connection with the Action, I agree to be bound by the provisions of the Protective Order as of this date. I specifically agree that, unless I am the attorney of record representing a party to this Action, I shall not make copies nor authorize anyone to make copies of the Designated Material and that I will promptly return all copies of the CONFIDENTIAL Material to the person from whom I received them upon request by that person. In addition, I will promptly surrender all copies, excerpts, abstracts, analyses and information or material of any form that is derived from CONFIDENTIAL Material to the person from whom I received the CONFIDENTIAL Material upon request by that person.

3. I consent to the exercise of jurisdiction over me by the Court with respect to the Order.

Signed: _____

Name: _____

Dated: _____

[PROPOSED] ORDER

Upon consideration of the foregoing Stipulation, AND FOR GOOD CAUSE

APPEARING,

IT IS HEREBY ORDERED THAT the Parties' Stipulation shall be the Order of the
Court.

IT IS SO ORDERED.

Dated: November 9, 2010


UNITED STATES MAGISTRATE JUDGE